

## JOINT USE/VENTURE PROJECT COOPERATIVE AGREEMENT

1. This Joint Use/Venture Project Cooperative Agreement (“Agreement”) is entered into by the City of Oxnard (“City”) on behalf of the Oxnard Public Library (“Library”) and the Hueneme School District (“District”). This Agreement is for a joint venture project for providing family literacy, homework assistance, and public computing in the proposed South Oxnard Branch Library (“Branch Library”) to be located at 4300 Saviers Road, to students and parents in the District beginning September 1, 2006.

Library and District agree that family literacy, homework assistance, and public computing will be provided by a team of staff members from the District, Branch Library staff, and paid staff from the Oxnard Sunrise Rotary Club (“Rotary”) and the Oxnard Public Library Development Corporation (“Foundation”).

District and Library acknowledge the need to provide these services, as survey results indicate that 25% of adults in the Branch Library service area do not have a high school education. Forty percent of households in this area are linguistically isolated [household members five years and older having little or no English language skills], and some parents in the area received almost no formal education in the United States or in their native countries. Also, 62.15% of parents, students, and teachers in the District expressed the need for Internet access, 52.7% indicated a need for computer lab classes, and 40.1% requested a homework help center.

District and Library agree to assume the following roles and responsibilities with regards to this Agreement:

a. **Funding**

- (1) City funds are from the City of Oxnard’s general fund.
- (2) District funds are provided from District’s general fund, L-E-T Family Literacy Program, Migrant Education Program, and the Community-Based English Tutoring (CBET). The estimated financial contribution from District for providing computing, literacy, and homework programs in the Branch Library is approximately \$15,000.
- (3) Library will hire staff to work in the Homework Center with funds provided by Foundation and Rotary. Foundation funds will hire staff to work fifteen hours a week throughout the year, and they include teachers, librarians, parents, and students excelling in literacy skills. Rotary funds will hire some teachers to work in the Homework Center one day a week throughout the year.

b. **Staffing**

(1) **City staff**

Library will hire additional library staff, including tutors and volunteers, to work at Branch Library. Staff will be selected, trained, and assigned to work in the Computer and Homework Centers. For literacy activities, the

Branch Manager will coordinate activities with Library's Literacy Coordinator.

<u>Number</u>	<u>Classification</u>
1	Children's Librarian I/II
1	Librarian I/II
4-6	Homework Help teachers, assistants, students

(2) **District staff**

District will provide the following staff :

<u>Number</u>	<u>Classification</u>
As needed	Certificated Teachers (10-200)
2	Trainers (certificated teachers)
Paid temporary staff	
2	Trainers (certificated teachers)

c. **Supervision**

- (1) Supervision of Branch Library will be the responsibility of the Branch Manager.
- (2) Supervision of school personnel during school hours will be the responsibility of the school's principal.

Personnel concerns will be discussed with appropriate administrators when the need exists. Monthly reports will be sent to Library and District administrators.

d. **Operation and Management**

The Library Director or designee is responsible for facility operation, maintenance and management. Regular meetings will be held with District personnel quarterly, and services will be evaluated annually beginning June 2007.

2. District and Library will provide kindergarten through eighth grade students and their parents with family literacy, public computing, and homework assistance in the Branch Library. These programs will include the following:

a. **Computer Center**

- (1) Regular use of computer technology in the Branch Library in conjunction with school assignments and homework,
- (2) Use of the Computer Center as a backup lab for District during the school day,
- (3) Classroom computer instruction,
- (4) Computer links with District schools that provide student access to school educational program software after school hours,
- (5) Computer-based literacy instruction will be available to students and parents in the computer lab during afternoon, evening, and weekend hours,
- (6) Software will be installed to aid students,
- (7) Computer-based programs for students from beginning to advanced will be provided by Branch Library staff and classroom teachers,

- (8) Access to computer resources including the Internet will be available for students, families, and caregivers,
- (9) Online instruction and other forms of educational interaction will be available including Oxnard College education chat room,
- (10) Teachers will recommend using materials and resources at the Branch Library where the student would have more time to use educational computerized applications.

**b. Family Literacy**

District and Branch Library will jointly provide a family literacy program in the Branch Library, and the following will be provided:

- (1) A family reading program that promotes shared reading, language development, and parent involvement,
- (2) Dual language materials for students and parents to check out of the Branch Library,
- (3) Support materials designated to generate interaction and dialog from culturally relevant experiences for students limited in English proficiency,
- (4) Family literacy training for parents, school, and Branch Library staff,
- (5) Classes will visit the Branch Library one day a week for library programs and group literacy activities,
- (6) Parents in the program will have access to adult literacy and ESL (English as a Second Language) tutoring at the Branch Library. Tutoring will be provided in one-on-one and small group settings to help parents improve their reading, writing, speaking, and life skills,
- (7) Classes on learning to use computers and specific programs, such as GED (General Education Development), ESOL (English for Speakers of Other Languages), as well as English, mathematics, other traditional classes, or life skills, will be conducted by volunteers, teachers from Oxnard Adult School and the District.

c. Library will recruit tutors to work with students and parents in small groups or one-on-one. Tutors will include teachers, residents, and students excelling in literacy disciplines.

d. Student peer volunteers will also be recruited and used to tutor students in lower grades.

**e. Homework Center**

- (1) Specialized print and electronic resources that support the curriculum will be available in the Homework Center,
- (2) Homework computer online access will be provided to assist students such as [termpaper.com](http://termpaper.com) and [tutor.com](http://tutor.com),
- (3) Teachers will encourage students to use homework software programs in the Branch Library to improve basic skills in reading, writing, mathematics, science, and social studies,

- (4) Special collection supporting the curriculum will be housed in the Homework Center,
    - (5) Sets of classroom textbooks including curriculum support materials will be available in the Homework Center,
    - (6) Special classroom support materials will be available in the center for Branch Library use only or short-term loan, an example includes materials on California missions, and
    - (7) Classes on studying will be held in the Branch Library for students, parents, and caregivers during evening and weekend hours.
  - f. Homework and literacy activities will be provided to students by District and Branch Library staff. The conceptual plan includes a Computer Center with thirty computers devoted for computer literacy, online literacy activities, and Internet access. The Homework Center will be used for homework assistance and literacy. Small study rooms will be used for individual or small group learning activities.
3.
  - a. Branch Library hours available for District students will be scheduled during the school day as needed, and specific days during the week will be reserved for Hueneme School District students.
  - b. The Homework, Literacy, and Computers Centers will be primarily for students' and parents' use Monday–Thursday, 4:00 p.m.–7:00 p.m. Friday, 3:00 p.m.-5:00 p.m., and Saturday 10:00 a.m.-2:00 p.m.
  - c. The public will use the Branch Library Monday–Thursday 10:00 a.m. - 10:00 p.m., Friday and Saturday 10:00 a.m.–5:00 p.m., and Sunday 1:00p.m. –5:00p.m.
4. Staff of Branch Library

**City staff**

<u>Number</u>	<u>Classification</u>
2	Children's Librarian I/II
2	Librarian I/II
4-6	Homework Help teachers, assistants, students

**District staff**

<u>Number</u>	<u>Classification</u>
As needed	Certificated Teachers (10-200)
2	Trainers (certificated teachers)
Paid temporary staff	
2	Trainers (certificated teachers)

The accompanying teacher from the Hueneme School District will work with his/her class in the Computer and Homework Centers. Branch Library staff will teach computer classes, select volunteers to work in the Family Literacy Center and Computer Center.

Library will hire staff to work in the Homework Center with funds provided by Foundation and Rotary. Foundation funds will hire staff to work fifteen hours a week throughout the year, and they include teachers, librarians, parents, and students excelling in literacy skills. Rotary funds will hire some teachers to work in the Homework Center one day a week throughout the year.

5. Student peer volunteers will be recruited and used to tutor students in lower grades. An incentive program will be provided to recognize student peer volunteers in a public ceremony at the school and Branch Library. Adult volunteers will also be recruited for tutoring adults one-on-one, and they will be recognized at Library's annual volunteer program.
6. Homework assistance, family literacy, and computing will be provided in the proposed Branch Library Homework Center and Computer Lab. The conceptual plan includes a Computer Center with thirty computers for classroom instruction, homework center with designated space for homework activities, small study rooms for small group instruction, and individual study carrels. Branch Library will be located at 4300 Saviers Road, Oxnard, California 93033.
7. The proposed Branch Library will be owned by the City including the site, the 23,000 square-foot facility, all furnishings, equipment, and library materials. District will retain ownership of all textbooks located in the Homework Center.
8. City funds are from the City's general fund budget. District funds are provided from District's general fund, L-E-T Family Literacy Program, Migrant Education Program, and the Community-Based English Tutoring (CBET). The estimated financial contribution from District for providing computing, literacy, and homework programs in the Branch Library is approximately \$15,000.
9. The Library Director or designee is responsible for facility operation, maintenance and management. Regular meetings will be held with District personnel quarterly, and services will be evaluated annually beginning June 2007.
10. Library and District administrators will review this Agreement annually beginning June 2007. Service programs will be modified to meet the needs of K-8 students. Programming needs will be evaluated and modified for relevancy throughout the terms of this Agreement. Program review will include input from Library and school staff, teachers, tutors, students, and parents.
11. a. The Field Act is applicable for this project (Education Code Sections 16700 and 81130). The Field Act, among other things, requires that buildings that house students and teachers meet certain specific standards for seismic activity, hurricane force winds, and other safety requirements.

- b. Classes with up to 30 plus students and teachers will visit the proposed Branch Library during their regularly scheduled school day using the Computer and Literacy Center throughout the school year.
- 12. District and City are committed to providing joint use library services consistent with the intent of the Agreement for 20 years.
- 13. City and District acknowledge and incorporate Education Code Section 19999 and Section 20440 (e) (3) (G) of these regulations which require the provision of public library direct services for 40 years.
- 14.
  - a. District agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by District or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on District's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which District or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on District's behalf would be held strictly liable.
  - b. City agrees to indemnify, hold harmless and defend District, and every officer, employee, representative or agent of District, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on City's behalf would be held strictly liable.
- 15. District, Library and City agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

HUENEME SCHOOL DISTRICT

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Edmund F. Sotelo  
City Manager

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Dr. Robert Fraise  
Hueneme School District  
Superintendent

APPROVED AS TO FORM:

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Gary L. Gillig  
City Attorney

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6/5/02